

ARTICLE XIII
SPECIAL EDUCATION TEACHERS AND RELATED SERVICE PROVIDERS

1. Principals of schools served by the same special education teacher or related service provider will confer to make every effort to ensure that the duties of the teacher will be no greater than those of the general education teacher.
2. Every effort will be made for unit members who are assigned to more than one school to minimize travel time and to ensure an adequate amount of time for lunch and breaks. Additionally, every effort will be made to minimize the number of sites each unit member is required to travel to as a part of their regular assignment.
3. Special Education class sizes shall be as specified by the California Education Code or the California State Department of Education regulations. Special Day Classes, except for the middle school and high school mild/moderate classes will be limited to class size goals as specified in Article X – Class Size.
4. All teachers in this article shall be provided a certificated substitute when absent from school.
5. The District will attempt to schedule necessary meetings requiring the attendance of Special Education unit members within the workday.
6. I.E.P. meetings will be scheduled during the workday if a minimum of three (3) can be scheduled consecutively, or four (4) if at least one is a thirty-day review or interim IEP. One (1) substitute day will be provided to cover the special education teachers, per site, for these Initial, Plan Review, or Eligibility and Evaluation IEPs (or Amendments that are a continuation of these). Thirty-day reviews cannot be the only cause for a substitute day being provided. Any interim IEPs or Thirty-day reviews that require a meeting with team members present can be included as a part of a substitute day for IEP meetings. An additional substitute will be provided to cover general education teachers to attend these meetings.
7. For specific definitions of each special education program and continuum of services offered by the district, please refer to the NUSD Special Education Manual, which will be provided to employees annually.
8. Special Education Teachers (mild/moderate) shall receive case management time for IEP management, testing and consultation to support student achievement. Case management time shall be 150 min weekly (prorated for shorter weeks based on number of days per week). This case management time includes, but is not limited to: IEP writing, report writing, academic assessments, progress monitoring, and consultation with students.
9. Special Education Teachers in self-contained classrooms will receive an annual payment in accordance with Appendix E to their annual base salary, to be paid over two pay warrants in two equal payments, November and May (prorated for partial FTE or late hires).
10. At the secondary level, when possible, special education teachers in a team-teaching and/or co-teaching model (A co-teaching classroom typically contains a general education teacher and a special education teacher in the classroom, who share the responsibilities in a collaborative fashion.) shall have their designated prep time and their case management time aligned to the general education teacher(s) with whom they collaborate.

11. Special Education teachers shall not be assigned to more than two co-teachers in the manner described above at any grade level (TK-12). If support is being provided to more than two general education teachers at any grade level (TK-12), the expectation will be that it is not a co-teaching model, but in-class support for students with IEP goals. The special education teacher's prep and case management period shall be aligned to the prep periods of co-teachers whenever possible to facilitate ease of collaboration.
12. In a team-teaching and/or co-teaching model, the general education teacher shall be responsible for entering attendance and grades.
13. It shall be the shared responsibility of the team-teachers and/or co-teachers (both the special education and general education teacher) to determine how to serve students including but not limited to: lesson planning, identifying accommodations for students with and without IEPs, preparation of accommodations or modifications for students with and without IEPs, delivery of whole group and small group instruction, grading of student work, correspondence with parents, classroom management, and implementation of IEPs and individualized behaviors plans as needed.
14. Members participating in a team-teaching and/or co-teaching model shall not be evaluated based on the content delivery, behavior, or lesson development of the partner teacher. Evaluations and observation comments shall be held solely within the context of the individual teacher's responsibilities within the class, or their contribution to any shared responsibilities (i.e., delivering instruction and providing classroom support to students).
15. Caseloads
 - a. The RSP caseload will be limited to a caseload goal of twenty-six (26). When caseloads exceed twenty-six (26), the teacher shall receive:
 - i. \$15 per day per child over twenty-six (26).
 - ii. If required, the District shall submit a waiver to the California Department of Education for over twenty-eight (28) up to thirty-two (32) students.
 - b. The SDC caseload will be limited to a caseload goal of fifteen (15) students for Mild/Moderate or twelve (12) for Mod/Severe. When caseloads exceed fifteen (15) or twelve (12) students respectively, the teacher shall receive:
 - i. \$15 per day per child over their respective caseload goals.
 - c. Once a student is found eligible for special education services on either an RSP or SDC caseload, the student will be reflected retroactively up to 30 days as part of the bargaining unit member's caseload who completed the assessment. If an assessed student is found ineligible for special education services, the member who completed the assessment and report shall be able to timecard for the additional assessment work required at the extra duty/hourly rate if, at the time of the assessment, the unit member was at or above their caseload goal.
 - d. Speech /Language Caseload

- i. The District shall make a reasonable effort to equalize caseloads. A speech and language therapist employed on a part-time basis shall have a pro-rata equivalent of the caseload of a full-time therapist. The speech and language therapist caseload will be limited to a SELPA goal of fifty-five (55) students. When a caseload exceeds the goal of fifty-five (55) students and a thirty (30) day "grace" period has passed, the SLP shall receive:
 - \$30 per week per student over fifty-five (55)
- ii. Preschool caseloads for speech and language therapists will be limited to a caseload goal of thirty-six (36) students with no preschool caseload to exceed forty (40) students.
- iii. Speech and language therapists with a mixed caseload of preschool and school aged students shall have a prorated caseload goal (proration calculated at a factor of 1.375) to account for the preschool students.
- iv. No Speech-Language Pathologist (SLP) shall be required to supervise a speech-language pathology assistant (SLPA), and no SLP shall supervise more than three (3) SLPAs. If the speech and language therapist has a full-time speech-language pathology assistant (SLPA) assigned, the caseload shall not exceed seventy (70) students. If the SLPA is part-time, the caseload will be prorated.
- v. No SLP shall be required to supervise interns. An SLP who volunteers shall not be required to supervise more than three (3) intern SLPs.
- vi. Students on an SLP caseload that receive Speech in conjunction with Augmentative and Alternative Communication (AAC) Services by the same provider shall be calculated as a factor of 1.5 on the SLP's caseload. If an SLP only provides AAC services for a student, that student shall count as .5 on the SLP's caseload.
- vii. Once a student is found eligible for speech services, the student will be reflected retroactively up to 30 days as part of the bargaining unit member's caseload who completed the assessment. If an assessed student is found ineligible for special education services, the member who completed the assessment and report shall be able to timecard for the additional assessment work required at the extra duty/hourly rate if, at the time of the assessment, the unit member was at or above their caseload goal.

16. In the event that a unit member is assigned additional responsibilities related to another position's student caseload or other duties, the unit member who temporarily fulfills the responsibilities will be compensated at the extra duty/hourly rate following their submission of an approved timecard for work outside of their contracted day.

17. If a Special Education unit member has concerns with their assigned caseload, the unit member shall contact the Special Education director assigned to their site and the director shall respond within ten (10) work days of the reported concern.